

MAILED**FEB 05 2002**

Technology Center 2100

PATENT APPLICATION
Attorney Docket 6543/53659**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE****Applicants:** Sankar et al.**Serial No.:** 09/384,963**Filed:** August 27, 1999**For:** *Mixed-Mode Execution for Object-Oriented Programming Languages***POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST**Commissioner for Patents
BOX PATENT APPLICATION
Washington, D.C. 20231

Sir:

WebGain, Inc., a Delaware corporation, at 5425 Stevens Creek Blvd., Santa Clara, CA 95051, assignee of all right, title and interest to the application identified above, through its Sr. Vice President & General Counsel, Robert Melendres, hereby appoints as its principal attorney, Mark James Spolyar, Reg. No. 42164, with full power of revocation and substitution, to prosecute this application and to transact all business in the United States Patent and Trademark Office connected herewith.

All correspondence and telephone calls relating to this application should be directed to:

Customer Number: 30505

Law Office of Mark J. Spolyar

554 Jersey Street

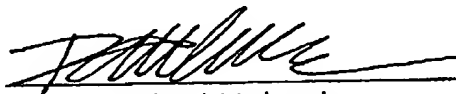
San Francisco, CA 94114

415-826-7966

415-480-1780 fax.

Respectfully submitted,
WEBGAIN, INC.

By:



Robert Melendres

Its:

Sr. Vice President & General Counsel

Date:

January 8, 2002

PTO/SB/96 (08-00)

Approved for use through 10/31/2002. OMB 0651-0031

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: Sankar et al.Application No./Patent No.: 09/384,963 Filed/Issued Date: 8/27/1999Entitled: Mixed-Mode Execution for Object-Oriented Programming Languages

WebGain, Inc., a Delaware Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by, percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of either:

- A. [] An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel/Frame __, or for which a copy thereof is attached.

OR

- B. [X] A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Sankar et al. To: Metamata, Inc.
The document was recorded in the United States Patent and Trademark Office at Reel 010209, Frame 0514, or for which a copy thereof is attached.
2. From: Metamata, Inc. To: WebGain, Inc.
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

[] Additional documents in the chain of title are listed on a supplemental sheet.

- [] Copies of assignments or other documents in the chain of title are attached.
[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the PTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

January 8, 2002
Date

Robert Melendres

Typed or printed name


Signature

Sr. Vice President & General Counsel

Title

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

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January 8, 2002

Form PTO-1595 (Rev. 03/01) OMB No. 0851-0027 (exp. 5/31/2002)		RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office Atty Dkt 6543/53659	
Tab settings ⇄⇄⇄ ↓ ↓ ↓ ↓ ↓ ↓ ↓					
To the honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Sriram Sankar Darius J. Bacon Sreenivasa Viswanadha Jose H. Solorzano Robert J. Duncan Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>WebGain, Inc.</u> Internal Address: _____ _____ Street Address: <u>5425 Stevens Creek Blvd.</u> _____ City: <u>Santa Clara</u> State: <u>CA</u> Zip: <u>95051</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>December 17, 2001</u>					
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s) <u>09/384,963</u> B. Patent No.(s) _____ Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Mark James Spolyar</u> Law Office of Mark J. Spolyar Internal Address: _____ _____ Street Address: <u>554 Jersey Street</u> _____ City: <u>San Francisco</u> State: <u>CA</u> Zip: <u>94114</u>			6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 3.41). \$ <u>\$40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)		
DO NOT USE THIS SPACE					
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. <u>Mark James Spolyar</u> <u>[Signature]</u> <u>January 8, 2002</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and documents: 3					

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

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ASSIGNMENT OF PATENT RIGHTS

This Assignment of Patent Rights (the "Agreement") is entered into this 12th day of November, 2001 (the "Effective Date"), by and between Metamata, Inc., a California corporation with a principal place of business at 5425 Stevens Creek Blvd, Santa Clara, California 95051 ("Assignor"), and WebGain, Inc. a Delaware corporation with a principal place of business at 5425 Stevens Creek Blvd, Santa Clara, California 95051 ("Assignee").

WHEREAS, Assignor is the owner of U.S. Patent No. 09/384,963 entitled Mixed-Mode Execution for Object-Oriented Programming Languages filed on August 27, 1999 and all corresponding foreign patents and patent applications (the "Patent Rights");

WHEREAS, Assignee is desirous of acquiring the entire and exclusive right, title and interest in and to the Patent Rights and the underlying inventions described therein, in the United States and throughout the world; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest in and to the Patent Rights in the United States and throughout the world.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged by Assignor, Assignor hereby assigns, transfers and conveys to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest throughout the world in and to the Patent Rights, the underlying inventions described therein and all existing and future design modifications and improvements thereon, and any and all Letters Patent whether U.S. or foreign that are or may be granted therefrom including without limitation any extensions, continuations, continuations-in-part, divisions, reissues, reexaminations, and renewals thereof, or other equivalents thereof, and further, all rights and privileges pertaining to the Patent Rights and any and all Letters Patent whether U.S. or foreign that are or may be granted therefrom including, without limitation, the right, if any, to sue or bring other actions for past, present and future infringement thereof.

Assignor further assigns to and empowers Assignee, its successors, assigns or nominees, all rights to make applications for patents or other forms of protection for said inventions, design modifications and improvements and to prosecute such applications as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization.

Assignor further agrees that Assignor will, without charge to Assignee, but at Assignee's expense: (a) cooperate with Assignee in the prosecution of U.S. patent applications and foreign counterparts on the inventions and any design modifications and improvements; (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain, maintain, defend or enforce Letters Patent for the inventions, design modifications and

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improvements in any and all countries, and to vest title thereto in Assignee, or Assignee's successors and assigns.

In the event that Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under the preceding paragraph, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as his agents and attorneys-in-fact to act for and on his behalf and instead of him, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignee.

This Agreement shall be governed by and enforced in accordance with the laws of the State of California, without giving effect to any conflicts of law principles.

This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

Each party represents that it has taken all necessary action to authorize the execution and delivery of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, as of the Effective Date.

Metamata, Inc:

By: [Signature]
Name: Robert Melendres
Title: President
Date: 12/17/01

WebGain, Inc.:

By: [Signature]
Name: Steve Brasher
Title: CFO
Date: 12/18/01

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